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*Attorneys for Plaintiff Jingdong Logistics United States Company*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Jingdong Logistics United States  
Company, a Delaware corporation,

Plaintiff,

vs.

Ready Acquisition, Inc. d/b/a Ready Go  
Ventures, a New York corporation;  
Gregory Lawrance, a New Hampshire  
resident; James Gunter, a New  
Hampshire resident, and DOE ONE  
through and including DOE FIFTY,

Defendants.

) **Case No:**

) **COMPLAINT**

) 1. Breach of Contract

) 2. Breach of Implied Covenant of Good

) Faith and Fair Dealing

) 3. Unjust Enrichment

1 Plaintiff Jingdong Logistics United States Company (“JD” or the “Plaintiff”)  
2 hereby makes the following allegations against Defendant Ready Acquisition, Inc.  
3 d/b/a Ready Go Ventures (“RGV”), Defendant Gregory Lawrance (“Lawrance”),  
4 Defendant James Gunter (“Gunter”) (collectively as “Defendants”):  
5

6 **THE PARTIES**  
7

8 1. JD is a Delaware-incorporated company headquartered in Fontana,  
9 California, with its principal place of business located at 13200 Loop Road,  
10 Fontana, CA 92337.  
11

12 2. Defendant RGV is incorporated in the State of New York, registered  
13 as a foreign corporation in the State of New Hampshire, and also resides its  
14 principal place of business in the State of New Hampshire.  
15

16 3. Defendant Lawrance is an individual who, during the time periods  
17 relevant to this Complaint, was and is a resident of the State of New Hampshire.  
18

19 4. Defendant Lawrance is the actual owner, Director, President, and  
20 Chief Executive Officer of Defendant RGV.  
21

22 5. Defendant Gunter is an individual who, during the time period  
23 relevant to this Complaint, was and is a resident of the State of New Hampshire.  
24 Defendant Gunter is the actual owner, Director, and Chief Operating Officer of  
25 Defendant RGV.  
26  
27  
28

**JURISDICTION AND VENUE**

6. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332(a).

7. The venue is proper under 28 U.S.C. §1391(b)(2).

8. The venue is also proper pursuant to the forum selection clause in the agreement between the parties (Section 12 of the Domestic Logistics Service Agreement).

**GENERAL ALLEGATIONS**

**JD's Business Relationship with Defendant RGV**

9. JD is an industry-leading company that provides logistics services to clients.

10. Defendant RGV is a sophisticated trading company that sells various products, including without limitation, T-shirts and caps.

11. On or around June 23, 2021, JD and Defendant RGV entered into a Domestic Logistics Service Agreement (the "Service Agreement"). A true and correct copy of the Service Agreement is attached hereto as **Exhibit 1**.

12. Pursuant to the Service Agreement, JD will provide logistics-related services such as warehousing, shipping, delivery, and customs clearance for Defendant RGV. Ex. 1 § 1.

1           13. In particular, JD will store Defendant RGV's goods and products  
2 ("RGV Good") in its warehouse, and ship RGV Goods for Defendant RGV upon  
3 request.  
4

5           14. In exchange for receiving JD's services, Defendant RGV "shall pay"  
6 JD the fees of the [s]ervices . . . based on the rate agreed to by both parties in  
7 writing prior to [JD]'s provision of the [s]ervices." Ex. 1 § 3.1.  
8

9           15. The Service Agreement further provides that Defendant RGV "shall  
10 pay the [f]ees within fifteen (15) days following the date of the applicable  
11 invoice." Ex. 1 § 3.4.  
12

13           16. "In the event of an invoice amount dispute, [Defendant RGV] shall  
14 notify [JD] such dispute within five (5) days following the receipt of such invoice,  
15 otherwise [Defendant RGV] shall be deemed to agree with the invoice amount."  
16 Ex. 1. § 3.4.  
17  
18

19           17. "[Defendant RGV] shall pay interest on all late payments at the lessor  
20 of the rate of point one percent (0.1%) per day or the highest rate permissible under  
21 applicable law, calculated and compounded daily from the date due until paid in  
22 full." Ex. 1 § 3.5.  
23

24           18. "[Defendant RGV] shall reimburse [JD] for all costs incurred in  
25 collecting any late payment, including, without limitation, attorneys' fees." Ex. 1 §  
26 3.5.  
27  
28

1           19. In the event of a party claiming damages, the Service Agreement  
2 further provides that “[b]oth parties shall in no case be liable for any loss of profit,  
3 loss of sales, loss of market, loss of reputation, third party claims, incidental or  
4 special damages or indirect or consequential loss of any kind.” Ex. 1 § 5.5.  
5

6           20. As of the filing of this Complaint, Defendant RGV is still receiving  
7 services provided by JD under the Service Agreement, such as warehousing and  
8 safekeeping of RGV Goods.  
9

10           **Defendant RGV’s Material Default Under the Service Agreement.**  
11

12           21. Upon signing and executing the Service Agreement, JD has been  
13 performing all of its obligations under the Service Agreement.  
14

15           22. Up and until December 2021, Defendant RGV had paid for all  
16 invoices as issued by JD pursuant to the terms of the Service Agreement.  
17

18           23. However, starting from December 2021, Defendant RGV had not  
19 been making payments for the services provided by JD.  
20

21           24. On or around April 27, 2022, JD sent out a Notice of Default on  
22 Service Fees to Defendant RGV to request payments from Defendant RGV.  
23

24           **Exhibit 2.**

25           25. On or around May 23, 2022, JD sent out a Second Notice of Default  
26 on Service Fees to request payments from Defendant RGV. **Exhibit 3.**  
27  
28

1           26. As of June 21, 2022, Defendant RGV had incurred a total unpaid  
2 invoice amount of approximately \$137,933.83, late fees of \$11,958.83, and  
3 interests of \$3,464.95.  
4

5           27. JD's damages are accruing as Defendant RGV continues to use JD's  
6 services and continues to withhold payments to JD.  
7

8                           **ALTER EGO ALLEGATIONS**

9           28. JD is informed and believes and based thereon alleges that Defendant  
10 Lawrance and Defendant Gunter are, at all relevant times, the alter ego of  
11 Defendant RGV.  
12

13           29. Upon information and belief, Defendant Lawrance and Defendant  
14 Gunter, at all times mentioned herein, dominate, influence, and control Defendant  
15 RGV at all relevant times with a disregard for the separate legal status of the  
16 entities, such that it would result in inequitable outcomes to not treat any act of  
17 Defendant Lawrance and Defendant Gunter as those of Defendant RGV.  
18  
19

20           30. Unity of ownership between Defendant Lawrance, Defendant Gunter,  
21 and Defendant RGV exists at all relevant times, such that Defendant Lawrance and  
22 Defendant Gunter control every facet of Defendant RGV's business.  
23  
24

25           31. Defendant RGV is a mere shell that Defendant Lawrance and  
26 Defendant Gunter use as a conduit to conduct their personal or other entities'  
27 business, property, and affairs.  
28

1           32. Defendant RGV is created pursuant to a fraudulent plan, scheme, and  
2 device conceiving and operating by Defendant Lawrance and Defendant Gunter,  
3 whereby income, revenue, and profits of each are diverted by Defendant RGV to  
4 Defendant Lawrance and Defendant Gunter.  
5

6           33. Defendant RGV is organized by Defendant Lawrance and Defendant  
7 Gunter as a device to avoid individual liability by substituting an inadequately  
8 capitalized corporation in place of Defendant Lawrance and Defendant Gunter.  
9

10           34. Upon information and belief, Defendant RGV is insolvent or close to  
11 being insolvent. Defendant RGV is likely to have no sufficient assets available to  
12 meet its debts owed to JD at this time.  
13

14           35. It would create inequitable results for Defendant RGV's creditors if  
15 Defendant Lawrance and Defendant Gunter could escape personal liability for their  
16 failure to conduct corporate business without providing any sufficient basis for the  
17 financial responsibility to the creditors.  
18

19           36. Defendant RGV, Defendant Lawrance, and Defendant Gunter fail to  
20 establish or maintain the legal formalities for Defendant RGV, such as the  
21 Defendants failed to maintain minutes or adequate corporate records.  
22

23           37. Defendant Lawrance and Defendant Gunter use the same  
24 office/business locations as Defendant RGV.  
25  
26  
27  
28

1           38. Defendant Lawrance and Defendant Gunter fail to maintain an arm's  
2 length relationship with Defendant RGV, being virtually interchangeable.

3           39. Defendant Lawrance, Defendant Gunter, and Defendant RGV divert  
4 assets between each other to the detriment of creditors, or manipulate assets and  
5 liabilities between each other so as to concentrate the assets in one and the  
6 liabilities in the other.  
7

8           40. Defendant RGV, Defendant Lawrance, and Defendant Gunter  
9 comingle their funds, assets, and property.  
10

11           41. Upholding the fiction of Defendant RGV's separate corporate  
12 existence from Defendant Lawrance and Defendant Gunter would, under the  
13 circumstances, promote injustice in that JD would be unable to realize any  
14 judgments in its favor.  
15

16  
17  
18                           **COUNT I**  
19                           (Breach of Contract Against All Defendants)

20           42. JD realleges and incorporates herein by reference the allegations  
21 contained in this Complaint as though fully set forth herein.

22           43. On or around June 23, 2021, JD and Defendants had signed and  
23 executed the Service Agreement.  
24

25           44. Among other provisions, the Service Agreement provides the  
26 following:  
27  
28

1 “3.1 The CUSTOMER shall pay SERVICE PROVIDER the fees of  
 2 the of the Services (including all fixed or minimum charges or charges  
 3 arising from the minimum volume, if applicable) based on the rate agreed to  
 4 by both Parties in writing prior to SERVICE PROVIDER’s provision of the  
 5 Services (the ‘Fees’).”

6 “3.4 Within the first five business days of each calendar month,  
 7 Service Provider shall provide Customer an invoice listing each service and  
 8 the corresponding Fee occurred in the immediately preceding calendar  
 9 month, and Customer shall pay the Fees within fifteen (15) days following  
 10 the date of the applicable invoice. In the event of an invoice amount dispute,  
 11 Customer shall notify Service Provider such dispute within five (5) days  
 12 following the receipt of such invoice, otherwise Customer shall be deemed  
 13 to agree with the invoice amount.”

14 “3.5 Customer shall pay interest on all late payments at the lesser of  
 15 the rate of point one percent (0.1%) per day or the highest rate permissible  
 16 under applicable law, calculated and compounded daily from the date due  
 17 until paid in full. Customer shall reimburse Service Provider for all costs  
 18 incurred in collecting any late payments, including, without limitation,  
 19 attorneys’ fees. In addition to all other remedies available under this  
 20 Agreement or at law (which Service Provider does not waive by the exercise  
 21 of any rights hereunder), Service Provider shall be entitled to suspend the  
 22 release of any goods and products or cease performance of any services if  
 23 Customer fails to pay any amounts when due hereunder and such failure  
 24 continues for ten (10) days following written notice thereof. In addition,  
 25 Service Provider reserves the right to require payment in full of all amounts  
 26 owed by Customer in advance of the release of the related goods and  
 27 products. Customer shall not withhold payment of any amounts due and  
 28 payable by reason of any set-off of any claim or dispute with Service  
 Provider, whether relating to Service Provider’s breach, bankruptcy, or  
 otherwise.”

“4.5 For all of the goods and products deposited with Service Provider  
 by Customer for the warehouse service under this Agreement, Service  
 Provider shall have a lien on the goods and products and upon the proceeds  
 from the sale thereof to secure Customer’s payment of all fees, charges and  
 expenses hereunder in connection with the storage, transportation,  
 preservation, and handling of the Goods as well as for like charges and  
 expenses in relation to any other goods an [sic] products whenever deposited

1 with Service Provider by Customer. Service Provider may enforce this lien  
2 at any time, including by selling all or any part of the goods and products in  
3 accordance with applicable law.”

4 “5.1 SERVICE PROVIDER shall only be liable for any claim relating  
5 to loss or damage to the Goods that were caused by SERVICE  
6 PROVIDER’s default.”

7 “5.2 a) SERVICE PROVIDER’s liability to the CUSTOMER shall be  
8 limited by the Montreal Convention or the Warsaw Convention as  
9 applicable, or in the absence of such convention, to the lower of the declared  
10 value of any package or a value of \$100. It is CUSTOMER’s responsibility  
11 to prove actual damages.”

12 “5.3 Any notification of claim for damages shall be made by the  
13 CUSTOMER in writing to SERVICE PROVIDER within thirty (30) Days of  
14 the event giving rise to the claim, failing which SERVICE PROVIDER shall  
15 be discharged of all liability whatsoever howsoever arising.”

16 “5.5 Both parties shall in no case be liable for any loss of profit, loss  
17 of sales, loss of market, loss of reputation, third party claims, incidental or  
18 special damages or indirect or consequential loss of any kind.”

19 “12. Choice of Law and Forum. This Agreement and all matters  
20 pertaining hereto shall be governed by and construed in accordance with the  
21 laws of the State of California without reference to the choice of law  
22 doctrine of such state and shall be settled by a court of competent  
23 jurisdiction in Los Angeles County where exclusive venue will lie for any  
24 actions arising under this Agreement.”

25 45. Defendants had breached the Service Agreement by the acts set forth  
26 above.

27 46. Specifically, Defendants had failed to make any payments upon the  
28 receipt of invoices of JD between December 2021 and the filing of this Complaint.



1           55. JD had performed and satisfied all of its duties under the Service  
2 Agreement with Defendants.

3           56. There exists in every contract, including the disputed Service  
4 Agreement, an implied covenant of good faith and fair dealing, requiring that each  
5 party not do anything to unfairly interfere with the right of the other party to  
6 receive the benefits of the contract.  
7

8           57. The plain language of the Service Agreement specifically set forth  
9 that neither party should withhold payment of any amounts due and payable  
10 because of any set-off claims. See Ex. 1 § 3.5.  
11

12           58. The plain language of the Service Agreement also specifically sets  
13 forth that neither party shall in no case be liable for any loss of profit, loss of sales,  
14 loss of market, loss of reputation, or such consequential damages. See Ex. 1 § 5.5.  
15

16           59. There is an implied covenant in the Service Agreement that neither  
17 party shall use unfounded monetary claims to delay the performance of their  
18 contractual obligations.  
19

20           60. Further, there is another implied covenant in the Service Agreement  
21 that neither party shall use such claims to bargain for a discount or other benefits  
22 that were not agreed upon in the Service Agreement.  
23

24           61. Defendants had breached the above implied covenants by their bad  
25 faith misconduct.  
26  
27  
28

1           62. Specifically, Defendants had intentionally used unfounded monetary  
2 claims to delay all of their payments to JD. Defendants had agreed in the contract  
3 that they could not use “set-off” claims to withhold payments or claim  
4 consequential damages. However, Defendants have been and are still using such  
5 claims to withhold payments for all their invoices, rather than just the ones they  
6 dispute.  
7  
8

9           63. As a logistic service provider, JD operates in a highly fluid and cash-  
10 demanding industry. JD’s daily operation relies on getting its payment in full and  
11 on time.  
12

13           64. Defendants knew that logistic service providers, like JD, would  
14 commonly offer a discount to customers when facing the risks of not getting paid  
15 at all.  
16

17           65. Defendants intended to use such bad faith and unfair practice to force  
18 JD to offer Defendants an unjustified discount. By doing so, Defendants had  
19 intentionally and unfairly interfered with the right of JD to receive the benefits of  
20 the Service Agreement.  
21

22           66. Indeed, Defendants had requested several times that JD must give  
23 Defendants a significant discount. Otherwise, Defendants would not make any  
24 payments.  
25  
26  
27  
28



1           74. As a direct result of Defendants' failure to pay JD for the agreed value  
2 of JD's services, JD seeks restitution of the value of the services in an amount to be  
3 proven at trial, but which is at least \$153,357.61.  
4

5                           **PRAYER FOR RELIEF**

6           WHEREFORE, JD prays for judgment against all Defendants as follows:  
7

- 8           1. For compensatory damages;  
9  
10          2. For punitive damages;  
11  
12          3. For statutory and civil penalties;  
13  
14          4. For pre-judgment and post-judgment interest;  
15  
16          5. For costs of suit and attorneys' fees;  
17  
18          6. For such other and further relief that the Court shall deem just and  
19 proper.  
20

21           Dated: June 22, 2022

Innovative Legal Services, P.C.

/s/ Richard Q. Liu

Richard Q. Liu, ESQ

*Attorney for Plaintiff*

*Jingdong Logistics*

*United States Company*